

COUNTY OF LOS ANGELES I DEPARTMENT OF BEACHES AND HARBORS & HARBORS

NOV 6 185

Director

Comm. Servs.

Likewood

October 28, 1986

TED REED DIRECTOR Asst. Dir. ERIC BOURDON Dep. Dir. SSISTANT DIRECTOR Rivenue Pros. Admin. Servi. STAN WISNIEWSKI Budg. & eis. DEPUTY DIRECTOR Pers. & Pay.

Mr. A. M. Lurie Marina Int'l. Properties, Ltd. c/o Real Property Management, Inc. 444 Washington Street Marina del Rey, CA 90292

Dear Mr. Lurie:

PERMIT - PARCEL 52R - MARINA DEL REY

This permit covers your continued use of Parcel 52R. Your - consideration of not opposing an amendment to the Local--Coastal Plan for said Parcel 52R to include a four story -County administration building is appreciated. Said permit is hereby granted under the following terms and conditions:

- This permit is being issued on a month-to-month basis and may be cancelled by either party upon thirty (30) days' notice. It is to be clearly understood that the permit is temporary in nature and not a permanent solution for Permittee's parking needs. No compensation shall be payable to Permittee for said cancellation or loss of or cost of removal of its docks or other personal property or improvements constructed on said premises during the term of this and/or earlier permits.
- Permittee is authorized to operate a free overflow parking lot for Fisherman's Village patrons and for the loading and unloading of the current sportfishing and charter boat operations approved for Parcel 56S only. County reserves the right to use such portions of the premises for County purposes as does not infringe upon the rights hereby granted to Permittee. The decision of the Director of the County Department of Beaches and Harbors shall be final in determining such usage.
- A monthly fee of \$305.00 shall be due and payable on the first day of each month this permit is in effect, effective November 1, 1986.

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- Permittee agrees to indemnify, defend, and hold harmless the County of Los Angeles its agents, officers, employees, and contractors from and against any and all liability, expense, including those arising from the conditions of County-owned, occupied, or operated facilities or property; such claims may include, but shall not be limited to, those alleging bodily injury, death, personal injury, or property damage arising from the operation, acts, or omissions of Permittee, its contractors, licensees, agents, servants or employees hereunder. Permittee further agrees to indemnify, defend, and hold harmless County and any other named permittors from any and all workers' compensation suits, liability, or expense arising from or connected with any services for or on behalf of Permittee by any person pursuant to this permit. Certificates of insurance required by Permittee's lease of Parcel 56S shall indicate its use of these premises are covered and the County is named as an additional insured.
- Permittee will maintain the premises, including floats and piling, landscaping, paving and striping in a clean and safe condition at all times.
- 6. Any improvements made to or placed upon said parcel shall have the prior written approval of Director.

 Any waterside improvements installed by Permittee shall be removed by Permittee within 60 days after the expiration or termination of this permit.
- Any notice required to be given under the terms of this permit or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Permittee shall be 444 Washington Street, Marina del Rey, California 90292 or such other place as may hereinafter be designated in writing to the Director by Permittee. Any notice served by mail upon County shall be addressed to the Director at 13837 Fiji Way, Marina del Rey, California 90292 or such other place as may hereinafter be designated in writing to Permittee by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner.

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 This permit, upon execution, shall supersede and annul that certain permit dated October 12, 1979 as amended.

Please sign and return the attached copy of this letter as acknowledgment and acceptance of the above terms and conditions.

Very truly yours,
Ted Reed, Director

TR:RRL:wh

Attachment

cc: Steve Hardy

ACCEPTANCE:

By Com-

nato

11-5-86